



**PURCHASING DEPARTMENT
REQUEST FOR PROPOSAL NO. 05RFP45815K-DJ**

STANDBY ENGINEERING AND RELATED SUPPORT SERVICES

For

ENVIRONMENT AND COMMUNITY DEVELOPMENT

RFP DUE TIME AND DATE: 11:00 A.M. August 22, 2005
PURCHASING CONTACT: Donna Jenkins at (404) 730-4213
E-MAIL: donna.jenkins@co.fulton.ga.us

LOCATION: FULTON COUNTY PURCHASING DEPARTMENT
130 PEACHTREE STREET, S.W., SUITE 1168
ATLANTA, GA 30303

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SECTION 1 INTRODUCTION

1.1 OVERVIEW

Fulton County, Georgia (“County”) is seeking Professional Engineering Services and related support services, especially in the areas of Plans Overview, hydrologic and hydraulic studies, grading, drainage, utilities, and erosion control, as well as field services, such as: surveying, inspections, and minor repairs and/or construction as may be required to ensure compliance to the various rules and regulations governing development and construction as regulated by Fulton County.

Through the issuance of this Request for Proposal (“RFP” and/or “Proposals”), the County is soliciting Proposals from qualified Proposers for the **Standby Engineering and Related Support Services.**

Proposals provided in response to this RFP that comply with the submittal requirements set forth in Section 4.0, including all forms and certifications, will be evaluated in accordance with the criteria and procedures described in Section 5.0. Based on the results of the evaluation, the County will award the [insert project description here] to the most advantageous Proposer based on the cost and the evaluation factors set forth in the RFP.

1.2 DESCRIPTION OF THE PROJECT

This project involves the **Standby Engineering and Related Support Services.**

1.3 PRE-PROPOSAL CONFERENCE

The County will hold a Pre-Proposal Conference, on **Thursday, July 28, 2005 at 2:00 P.M.** in the Bid Conference Room of the Purchasing Department, Fulton County Public Safety Building, Suite 1168, 130 Peachtree Street, S.W., Atlanta, Georgia 30303. Attendance at the Pre-Proposal Conference is voluntary for responding to this RFP; however Proposers are encouraged to attend. The purpose of the Pre-Proposal Conference is to provide information regarding the project and to address any questions and concerns regarding the services sought by the County through this RFP.

1.4 PROPOSAL DUE DATE

All proposals are due in the Purchasing Department of Fulton County located in the Public Safety Building, Suite 1168, 130 Peachtree St, S.W.,

Atlanta Georgia 30303 on or before **Monday, August 22, 2005 at 11:00 A.M.**, legal prevailing time. All submitted proposals will be time and date stamped according to the clock at the front desk of the Fulton County Purchasing Department. Any proposals received after this appointed schedule will be considered late and subject to be returned unopened to the Proposer. The proposal due date can be changed only by addendum.

1.5 DELIVERY REQUIREMENTS

Any proposal received after the above stipulated due date and time will not be considered and will be rejected and returned. It shall be the sole responsibility of the Proposer to have his/her proposal delivered to the Fulton County Department of Purchasing for receipt on or before the above stipulated due date and time. If a proposal is sent by U.S. Mail, the proposer shall be responsible for its timely delivery to the Department of Purchasing.

1.6 CONTACT PERSON AND INQUIRIES

Any questions or suggestions regarding this RFP should be submitted in writing to the Purchasing Department contact person, Donna Jenkins, Assistant Purchasing Agent, 130 Peachtree Street, SW, Suite 1168, Atlanta, GA 30303-3459, 404 730-4213, FAX 404 335-5807, **donna.jenkins@co.fulton.ga.us**. Any response made by the County will be provided in writing to all Proposers by addendum. No verbal responses shall be authoritative.

SECTION 2

INSTRUCTIONS TO PROPOSERS

2.1 PROCUREMENT PROCESS

The procurement will be on a formally advertised basis. All technical requirements, unless otherwise specified, must be met, or be capable of being met by the Proposer or their proposal will be disqualified as being non-responsive.

2.2 CONTRACT DEFINITIONS

In addition to any other terms that may be defined in this solicitation, the following terms have the following meaning:

Addendum – Revision to the RFP documents issued by the County prior to the receipt of proposals.

Agreement – refers to the executed contract between the County and Contracting Entity.

County – Fulton County Government and its authorized representatives.

Contact Person – Purchasing staff designated by the Fulton County Department of Purchasing to submit any questions and suggestions to.

Owner – Fulton County Government

Scope of Work – All the services specified, indicated, shown, or contemplated by the Contract, and furnishing by the Contractor of all materials, equipment, labor, methods, processes, construction and manufacturing materials and equipment, tools, plants, supplies, power, water, transportation and other things necessary to complete such services in accordance with the Contract.

2.3 NO CONTACT DURING PROCUREMENT PROCESS

It is the policy of Fulton County that the evaluation and award process for County contracts shall be free from both actual and perceived impropriety, and that contacts between potential vendors and County officials, elected officials and staff regarding pending awards of County contracts shall be prohibited.

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- A. No person, firm, or business entity, however situated or composed, obtaining a copy of or responding to this solicitation, shall initiate or continue any verbal or written communication regarding this solicitation with any County officer, elected official, employee, or designated County representative, between the date of the issuance of this solicitation and the date of the County Manager's recommendation to the Board of Commissioners for award of the subject contract, except as may otherwise be specifically authorized and permitted by the terms and conditions of this solicitation.
 - B. All verbal and written communications initiated by such person, firm, or entity regarding this solicitation, if same are authorized and permitted by the terms and conditions of this solicitation, shall be directed to the Purchasing Agent.
 - C. Any violation of this prohibition of the initiation or continuation of verbal or written communications with County officers, elected officials, employees, or designated County representatives shall result in a written finding by the Purchasing Agent that the submitted bid or proposal of the person, firm, or entity in violation is "non-responsive", and same shall not be considered for award.

2.4 CLARIFICATION & ADDENDA

Proposers may submit requests for clarifications or interpretations regarding this RFP and the Contract. Proposers must prepare such requests in writing for the County's consideration as set forth in this section of this RFP. While the County has not placed an initial limitation on the number of requests which can be submitted, Proposers are cautioned that if Proposers do not request meaningful clarifications or interpretations in an organized manner (e.g., limited frequency of requests), the County will set restrictions on the frequency and number of requests permitted. The County will not respond to requests received after **August 11, 2005, at 5:00 PM**, local prevailing time. Proposers are advised that this section places no obligation on the part of the County to respond to any or all requests for clarification or interpretation, and that the County's failure to respond to any such request will not relieve the Proposer of any obligations or conditions required by this RFP.

Requests for clarification or interpretation regarding this RFP shall only be submitted in writing (letter, fax or email) to:

Fulton County Department of Purchasing
Attn: Donna Jenkins
Public Safety Building
130 Peachtree Street S.W. Suite 1168
Atlanta GA 30303
Email: donna.jenkins@co.fulton.ga.us
F: 404-335-5807 or 404-730-4213

**RE: 05RFP45815K-DJ, Standby Engineering and Related Support
Services**

All responses to written requests for clarification, interpretation, or additional information will be distributed as addenda to this RFP to all persons registered with the County to have received a copy of the RFP.

No oral interpretation, instruction, or information concerning this RFP given by any employee or agent of the County shall be binding on the County. Proposers who submit a Proposal in reliance on any such oral information risk having their response to this RFP deemed non-responsive by the County. Only written responses issued by addendum to this RFP should be considered by the Proposers.

During the period provided for the preparation of Proposals, the County may issue addenda to this RFP. These addenda will be numbered consecutively and will be distributed to those who have been issued a copy of this RFP. Additionally, the addenda will be posted on the Fulton County website, www.co.fulton.ga.us. These addenda will be issued by, or on behalf of, the County and will constitute a part of this RFP. Each Proposer is required to acknowledge by submitting an executed acknowledgment form included as Technical Proposal Form 2. This acknowledgment shall include all addenda distributed prior to the Proposal Submission Date. All responses to this RFP shall be prepared with full consideration of the addenda issued prior to the Proposal Submission Date.

2.5 TERM OF CONTRACT

The initial term of the contract shall be for a one (1) year term, with two (2), one (1) year renewal options.

2.6 REQUIRED SUBMITTALS

This is a checklist for the forms and affidavits that must be submitted. This section does not contain instructions for submission.

- Technical Proposal

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- Cost Proposal
 - Certification of Acceptance of Proposal Requirements
 - Receipt of Addenda
 - Procurement Affidavits
 - Certification Regarding Debarment
 - Non-Collusion Affidavit of Prime Offeror
 - Non-Collusion Affidavit of Subcontractor
 - Insurance and Risk Management Provisions
 - Contract Compliance Forms
 - Exhibit A - Promise of Non-Discrimination
 - Exhibit B - Employment Report
 - Exhibit C - Schedule of Intended Subcontractor Utilization
 - Exhibit D - Letter of Intent to Perform As a Subcontractor
 - Exhibit E - Declaration Regarding subcontractor Practices
 - Exhibit F - Joint Venture Disclosure Affidavit
 - Equal Business Opportunity (EBO) Plan

2.7 PROPOSAL EVALUATION

All proposals will be evaluated using the criteria specified in Section 4 of this RFP. Selection will include an analysis of proposals by a selection committee composed of three/two members from Environment and Community Development Department and one/two Purchasing Staff who will review the proposal submittals in accordance with the submittal requirements and the evaluation criteria set forth in Section 4 of this RFP. The committee may request oral interviews and/or site visits.

2.8 DISQUALIFICATION OF PROPOSERS

The submission of more than one (1) proposal to the County as the primary Proposer or member of a joint venture for the same work by an individual firm, partnership or corporation under the same or different names may be considered as sufficient for disqualification of a Proposer and the rejection of the proposal.

2.9 RESERVED RIGHTS

The County reserves the right to accept or reject any and/or all proposals, to waive irregularities and technicalities, and to request resubmission. Any sole response that is received may or may not be rejected by the County depending on available competition and timely needs of the County. There is no obligation on the part of the County to award the contract to the lowest proposer and the County reserves the right to award the contract to the responsible proposers submitting responsive proposals with resulting agreements most advantageous and in the best interest of the County. The

County shall be the sole judge of the proposals and the resulting agreements that are in its best interest and its decision shall be final. Also, the County reserves the right to make such investigation as it deems necessary to determine the ability of any Proposer to perform the work or service requested. Information the County deems necessary to make this determination shall be provided by the Proposer. Such information may include, but shall not be limited to, current financial statements by an independent CPA; verification of availability of personnel; and past performance records.

2.10 APPLICABLE LAWS

All applicable laws and regulations of the State of Georgia and ordinances and regulations of Fulton County shall apply. Protestors shall seek resolution of their complaints in the manner provided in the Fulton County Code of Laws §2-324 which is incorporated by reference herein.

2.11 MINIMUM PARTICIPATION REQUIREMENTS FOR PRIME CONTRACTORS

Pursuant to Fulton County Code 102-357, Prime Bidders on the project must perform no less than 51% of the scope of work required under the project.

2.12 INSURANCE AND RISK MANAGEMENT PROVISIONS

Insurance and Risk Management provisions and Indemnification and Hold Harmless provisions are outlined in Section 7 of this RFP.

2.13 ACCURACY OF RFP AND RELATED DOCUMENTS

The County assumes no responsibility that the specified technical and background information presented in this RFP, or otherwise distributed or made available during this procurement process, is complete or accurate. Without limiting the generality of the foregoing, the County will not be bound by or be responsible for any explanation or interpretation of the Proposal documents other than those given in writing as an addendum to this RFP.

Should a recipient of this RFP find discrepancies in or omissions from this RFP and related documents, the recipient of this RFP shall immediately notify the Purchasing Contact Person identified in Section 1.10 in writing at the following address: Fulton County Purchasing Department, Public Safety Bldg, 130 Peachtree Street S.E., Suite 1168 Atlanta, GA 30303. A written addendum, if necessary, then will be made available to each recipient of this RFP.

2.14 RESPONSIBILITY OF PROPOSER

Each Proposer is encouraged to conduct all necessary investigations and review all available and relevant data and information, which are necessary in its judgment in order to assume this responsibility prior to the submittal of its Proposal. Proposers are reminded of Fulton County's **"No Contact During Procurement"** policy and may only contact the person designated by the RFP.

2.15 CONFIDENTIAL INFORMATION

If any Proposal contains technical, financial, or other confidential information that the Proposer believes is exempt from disclosure, the Proposer must clearly label the specific portions sought to be kept confidential and specify on what the exemption is based. The County, at its sole discretion and subject to applicable law, will determine whether such exemption applies. The County has sole discretion to make such determination regarding the disclosure of information, and by responding to this RFP, Proposers waive any challenge to the County's decisions in this regard. Marking all or substantially all of a Proposal as confidential may result in the Proposer being deemed non-responsive to this RFP.

Notwithstanding the foregoing, Proposers recognize and agree that the County, its staff, and its Consultants will not be responsible or liable in any way for any losses that the Proposer may suffer from the disclosure of information or materials to third parties.

2.16 COUNTY RIGHTS AND OPTIONS

This RFP constitutes an invitation to submit Proposals to the County. Without limitation or penalty, the County reserves and holds at its sole discretion, the following rights and options:

- This RFP does not obligate the County to select, procure or contract for any services whatsoever
- The County reserves the right to change or alter the schedule for any events associated with this procurement and, if required, notify the Proposers. A Proposer, by submitting a Proposal, agrees to be bound by any modifications made by the County
- All costs incurred by a Proposer in connection with responding to this RFP, the evaluation and selection process undertaken in connection with this procurement, and any negotiations with the County will be

borne by the Proposer.

- The County reserves the right to reject all Proposals and components thereof to eliminate all Proposers responding to this RFP from further consideration for this procurement, and to notify such Proposers of the County's determination.
- The County may cancel this RFP without the substitution of another RFP and terminate this procurement at any time without any liability whatsoever.
- The County reserves the right to waive any technicalities or irregularities in the Proposals.
- The County reserves the right to eliminate any Proposer who submits incomplete or inadequate responses or is not responsive to the requirements of this RFP.
- The County may request Proposers to send representatives to the County for interviews and presentations.
- To the extent deemed appropriate by the County, the County may select and enter into discussion and negotiations with the Proposer(s) submitting Proposal(s), which are found to be reasonably susceptible for award.
- The County reserves the right to discontinue negotiations with any selected Proposer.
- The County reserves the right, without prior notice, to supplement, amend, or otherwise modify this RFP.
- All Proposals (other than portions thereof subject to patent or copyright protection) become the property of the County and will not be returned, and the County reserves the right to utilize all such information contained in the Proposals without further cost to the County
- The County may add to or delete from the Project Scope of Work set forth in this RFP.
- Any and all Proposals not received by the Proposal Submission Date shall be rejected and returned unopened.

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- Neither the County, its staff, its representatives, nor any of its consultants or attorneys will be liable for any claims or damages resulting from the solicitation, collection, review, or evaluation of responses to this RFP.
 - The County, including its representatives and consultants, reserves the right to visit and examine any of the facilities referenced in any Proposal and to observe and investigate the operations of such facilities.
 - The County reserves the right to conduct investigations of the Proposers and their responses to this RFP and to request additional evidence to support the information included in any such response.

By responding to this RFP, Proposers acknowledge and consent to the rights and conditions set forth in this RFP.

2.17 COST OF PROPOSAL PREPARATION AND SELECTION PROCESS

Each Proposal, including preparation of all information required to be included in a Proposal pursuant to this RFP, shall be prepared at the sole cost and expense (including, but not limited to, engineering and legal costs) of the Proposer. In addition, the Proposer shall be solely responsible for all costs (including engineering and legal costs) incurred by such Proposer in connection with this selection process, including any costs incurred by the Proposer in any subsequent negotiations entered into in connection with developing the Proposal. There shall be no claims whatsoever against the County, its staff, or its consultants for reimbursement for the costs or expenses (including, but not limited to, engineering and legal costs) incurred during the preparation of the Proposal or other information required by this RFP or procurement process or in connection with the selection process or any negotiations.

2.18 TERMINATION OF NEGOTIATIONS

The County at its sole discretion may, at any time, to the extent permitted by Applicable Law, exclude a Proposer from further participation in any negotiation process if the County determines that such Proposer is failing to progress in the negotiations or if the terms of its Proposal are less advantageous than those of other Proposers and such Proposer is deemed to be no longer susceptible of selection. The County will give written notice of its decision to the Proposer, which shall be sent in writing, signed by the County.

2.19 WAGE CLAUSE

Pursuant to 102-391, Each Contractor shall agree that in the performance of the Contract he will comply with all lawful agreements, if any, which the Contractor had made with any association, union, or other entity, with respect to wages, salaries, and working conditions, so as not to cause inconvenience, picketing, or work stoppage.

2.20**GENERAL REQUIREMENTS****FULTON COUNTY PURCHASING DEPARTMENT****REQUEST FOR PROPOSAL (RFP) GENERAL REQUIREMENTS****05RFP45815K-DJ, Standby Engineering and Related Support Services**

The following information pertains to the submission of a proposal to Fulton County ("County"), and contains instructions on how proposals must be presented in order to be considered. If specific conditions or instructions in the text of the Request for Proposal ("RFP") conflict with the General Requirements as listed here, those conditions or instructions in the RFP shall prevail.

1. Proposals submitted in response to the attached RFP must be formatted as specified in the RFP. Additional sheets, literature, etc., should be clearly identified.
2. The original and the required number of copies of the proposal must be returned to:

**Donna Jenkins, Assistant Purchasing Agent
Fulton County Purchasing Department
130 Peachtree Street, S.W., Suite 1168
Atlanta, Georgia 30303**

3. The envelope in which the proposal is submitted must be sealed and clearly labeled with the RFP project name and number, due date and time, and the name of the company or individual submitting the proposal. Proposals must be received by the opening date and time shown on this RFP in order to be considered. The Purchasing Agent has no obligation to consider proposals which are not in properly marked envelopes. The Technical Proposal, Cost Proposal and Contract Compliance submittals shall be submitted in separate sealed envelopes. The inclusion of any cost information in the Technical Proposal may result in such proposal being rejected by the County.
4. Proposals received after the time and date specified will not be opened or considered.
5. By submitting a signed proposal, Offeror agrees to accept an award made as a result of the submission of the prices and terms contained in that proposal. Prices proposed must be audited by the Offeror to insure correctness before the proposal is submitted. Person signing the proposal is responsible for the accuracy of information in it. The specifications, provisions, and the terms and conditions of the RFP and proposal shall become a valid contract between Fulton County and the Offeror upon notice of award of contract in writing and/or issuance of a purchase order.

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6. Any contract awarded as a result of this proposal, shall comply fully with all Local, State, and Federal laws and regulations.
 7. Absolutely no fax proposals or reproduction proposals will be accepted, except that if multiple copies of the proposal are required, photocopies of the original may be submitted as the additional copies, provided that they are clearly marked as such.
 8. Type or neatly print company name, as well as the full legal name and title of the person signing the proposal, in all appropriate places. The Offeror's signature must be executed by a Principal of the company duly authorized to make contracts and bind the company to all terms being proposed.
 9. Proposals may be withdrawn upon receipt of a written request prior to the stated due date and time. If a firm seeks to withdraw a proposal after the due date and time, the firm must present a notarized statement indicating that an error was made, with an explanation of how it occurred. The withdrawal request must be accompanied by documentation supporting the claim. Prior to approving or disapproving the request, an opinion will be obtained from Fulton County's Legal Counsel indicating whether the firm is bound by its proposal.

Proposals for projects that are solicited pursuant to the Georgia Local Government Public Works Construction Law (O.C.G.A. § 36-91-1 et seq.) may be withdrawn as follows:

The County must advise Offerors in the request for proposals of the number of days that Offerors will be required to honor their proposals. If an Offeror is not selected within 60 days of opening the proposals, any Offeror that is determined by the governmental entity to be unlikely of being selected for contract award will be released from the proposal.

10. Show information and prices in the format requested. Prices are to be quoted F.O.B. destination, and must include all costs chargeable to the Offeror in executing the contract, including taxes. Unless otherwise provided in the Contract, Fulton County shall have no liability for any cost not included in the price. The Offeror shall provide Fulton County the benefit through a reduction in price of any decrease in the Offeror's costs by reason of tax exemptions based upon Fulton County's status as a tax-exempt entity.
11. Propose all items specified or indicate under each item what alternative is being proposed and why it should be considered in lieu of the original specification. Failures to indicate any exceptions shall be interpreted as the Offeror's intent to fully comply with the specifications as written. Conditional or qualified proposals (except as specifically allowed in the specifications) are subject to rejection in whole or in part.
12. Fulton County shall be the sole judge of the quality and the applicability of all proposals. Design, features, overall quality, local facilities, terms and other pertinent considerations will be taken into account in determining acceptability.

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13. The successful Offeror must assume full responsibility for delivery of all goods and services proposed and agree to relieve Fulton County of all responsibility and costs for prosecuting claims.
 14. The successful Offeror must assume full responsibility for replacement of all defective or damaged goods and/or performance of contracted services within thirty (30) days notice by the County of such defect, damage or deficiency.
 15. The successful Offeror must assume full responsibility for providing warranty service on all goods, materials, or equipment provided to the County with warranty coverage. Should a vendor be other than the manufacturer, the vendor and not the County is responsible for contacting the manufacturer. The Offeror is solely responsible for arranging for the service to be performed.
 16. The successful Offeror shall be responsible for the proper training and certification of personnel used in the performance of the services proposed.
 17. The successful Offeror shall not assign, transfer, convey, sublet, or otherwise dispose of any contract resulting from the RFP or of any of all of its rights, title or interest therein without prior written consent of the Fulton County Board of Commissioners.
 18. Proposals must contain references which reflect successful completion of contracts for the types of goods, materials, equipment, or services for which the vendor is submitting a proposal to the County. In instances where that does not apply, the proposal must contain a statement and supporting documentation demonstrating such expertise, knowledge, or experience to establish the vendor submitting the proposal as capable of meeting the demands of the proposal should an award be made to them.
 19. Offerors submitting proposals may be required to furnish evidence that they maintain permanent places of business of a type and nature compatible with their proposal, and are in all respects competent and eligible vendors, able to fulfill the terms of the specifications. Fulton County may make such investigations as it deems necessary to determine the ability of the Offeror to perform such work, and reserves the right to reject any proposal if evidence fails to indicate that the proposed vendor is qualified to carry out the obligation of the contract and to complete the work satisfactorily.
 20. By submitting a signed proposal, Offeror certifies that there has been no collusion with any other Offeror. Reasonable grounds for believing Offeror has an interest in more than one proposal will result in rejection of all proposals in which the Offeror has an interest. Any party to collusion may not be considered in future proposals for the same or similar work.
 21. Upon notice of selection, the Offeror submitting the proposal is obligated to perform. Should a successful Offeror refuse to enter into a contract subsequent to an award, a penalty may be assessed and/or the Offeror may be found to be "non-responsible" in the future.

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22. In case of default by the successful Offeror, Fulton County may procure the articles or services from another source and hold the successful Vendor responsible for any resultant excess cost.
 23. Successful Offerors contract directly with the County and are the party or parties obligated to perform. Contracts may not be assigned and any failure to perform the Contract in accordance with the specifications will constitute a breach of contract and may result in an Offeror being found to be “non-responsible” in the future.
 24. Invoice(s) must list each item separately and must show Fulton County’s purchase order number as well as the proper department and address to whom the service or product was provided.
 25. Fulton County reserves the right to accept or reject any or all proposals, or any part thereof, and to waive any technicalities. Fulton County reserves the right to award a contract based on this RFP and the proposal(s) received (in whole or in part) to one or several Vendors.
 26. Awards will not necessarily be based on cost alone. Other factors, as detailed in the RFP, will be considered in determining what proposal will be deemed to best meet the needs of Fulton County.
 27. All proposals and bids submitted to Fulton County are subject to the Georgia “Open Records Act”, Official Code of Georgia, Annotated (O.C.G.A.) § 50-18-70 et seq.
 28. All proposals and bids submitted to Fulton County involving Utility Contracting are subject to the Georgia law governing licensing of Utility Contractors, O.C.G.A. §43-14-8.2(h). The Utility Contractor License number of the person who will perform the utility work shall be written on the face of the bid envelope.
 29. Prior to beginning any work, the successful Offeror shall furnish to Fulton County (for the contracting firm and for any subcontractors) a certificate from an insurance company showing issuance of Workers’ compensation coverage for the State of Georgia or a certificated from the Georgia Workers’ Compensation Board showing proof of ability to pay compensation directly.
 30. It is the policy of Fulton County that the evaluation and award process for County contracts shall be free from both actual and perceived impropriety, and that contacts between potential vendors and County officials, elected officials and staff regarding pending awards of County contracts shall be prohibited.
 - A. No person, firm, or business entity, however situated or composed, obtaining a copy of or responding to this solicitation, shall initiate or continue any verbal or written communication regarding this solicitation with any County officer, elected official, employee, or designated County representative, between the date of the issuance

of this solicitation and the date of the County Manager's recommendation to the Board of Commissioners for award of the subject contract, except as may otherwise be specifically authorized and permitted by the terms and conditions of this solicitation.

- B. All verbal and written communications initiated by such person, firm, or entity regarding this solicitation, if same are authorized and permitted by the terms and conditions of this solicitation, shall be directed to the Purchasing Agent.
 - C. Any violation of this prohibition of the initiation or continuation of verbal or written communications with County officers, elected officials, employees, or designated County representatives shall result in a written finding by the Purchasing Agent that the submitted bid or proposal of the person, firm, or entity in violation is "non-responsive", and same shall not be considered for award.
31. Any Offeror intending to respond to this solicitation as a Joint Venture must submit an executed Joint Venture Agreement with this offer. This agreement must designate those persons or entities authorized to execute documents or otherwise bind the Joint Venture in all transactions with Fulton County, or be accompanied by a document, binding upon the Joint Venture and its constituent members, making such designation. Offers from Joint Ventures that do not include these documents will be rejected as being "non-responsive".
32. Any Offeror intending to respond to this solicitation must complete all of the Procurement Affidavit Forms provided in Section 5. Proposals that do not include these completed documents will be rejected as being "non-responsive".

SECTION 3 PROPOSAL REQUIREMENTS

3.1 SUBMISSION REQUIREMENTS

3.1.1 Proposal Submission Date and Submittal Format

All Proposals, including all attachments, must be received by the County in a sealed package no later than **August 22, 2005** at **11:00 A.M.** and must be addressed to:

**REQUEST FOR PROPOSALS RFP #05RFP45815K-DJ
Fulton County Department of Purchasing
Public Safety Building
130 Peachtree Street S.E. Suite 1168
Atlanta GA 30303**

The Proposal shall consist of a Technical Proposal, a Cost Proposal and executed Contract Compliance Exhibits (A-F) and Procurement Affidavits. The Technical Proposal shall include proposer information, technical information, business-related information, and any Technical Proposal forms requested. The Cost Proposal shall include the Cost Proposal Forms and any information describing the basis for pricing and must be separately, sealed, marked and packaged.

The required content of the Technical Proposal and Price Proposal is further specified in this section of the RFP. The Proposal must be signed and acknowledged by the Proposer, including certain information to be provided under oath as required under applicable law, in accordance with the instructions herein and the various proposal forms.

THE TECHNICAL PROPOSAL, THE COST PROPOSAL AND CONTRACT COMPLIANCE EXHIBITS SHALL BE SUBMITTED IN SEPARATE, SEALED ENVELOPES OR PACKAGES. THE INCLUSION OF ANY COST INFORMATION IN THE TECHNICAL PROPOSAL MAY RESULT IN SUCH PROPOSAL BEING REJECTED BY THE COUNTY.

Each envelope or package shall be clearly marked as follows:

REQUEST FOR PROPOSALS RFP 05RFP45815K-DJ

Standby Engineering and Support Services

Cost Proposal

Proposer's Name and Address

3.1.2 Number of Copies

Proposers shall submit one (1) original and five (5) copies each of the Technical and Cost Proposals. Proposers shall submit one (1) original and two (2) copies of the Contract Compliance Exhibits. All Proposals must be complete with all requested information.

3.2 OVERVIEW OF PROPOSAL REQUIREMENTS

Proposers shall submit Proposals in accordance with the content and format requirements set forth in this RFP. Proposals should be clearly organized and structured in a manner that allows materials included in the document to be located easily.

Each of the instructions set forth in this section must be followed for a Proposal to be deemed responsive to this RFP. In all cases, the County reserves the right to determine, at its sole discretion, whether any aspect of the Proposal meets the requirements set forth in this section. The County reserves the right to reject any Proposal, which in its judgment, does not comply with these Proposal submission requirements.

3.3 SCOPE OF WORK

NEED: Professional Engineering Services and related support services, especially in the areas of Plans Overview, hydrologic and hydraulic studies, grading, drainage, utilities, and erosion control, as well as field services, such as: surveying, inspections, and minor repairs and/or construction as may be required to ensure compliance to the various rules and regulations governing development and construction as regulated by Fulton County. These services will be required on a Standby basis to augment the existing staff of the Development Division of the Environment and Community Development Department of Fulton County.

PERSONNEL:

Scope of this work requires experience personnel at the following levels:

Management and Coordination:	Principal Engineer
Professional/Licensed Personnel:	Georgia Registered Engineer
	Georgia Registered Architect
	Georgia Registered Arborist

Professional Support Personnel:	Georgia Registered Landscape Architect Georgia Registered Surveyor E.I.T Engineer Engineering Technician Architectural Technician Planners Survey Crew On-Site Inspector
Support Personnel:	Trades Inspectors (Plumbing, Electrical, HVAC) Drafter/CAD Operator Clerical

CRITERIA FOR SELECTION:

- Firm must be registered with the State of Georgia as an Engineering Firm, duly authorized and licensed to conduct business as such. Evidence of current said licenses must be presented along with the Proposal.
- Firms must be able to provide professional level services similar but not less than that provided by current Fulton County staff.
- Firms must be able to provide said services with notice of less than 48-hours.
- Firms must **not** do business with Fulton County for the purposes of designing construction projects for private firms, organizations or businesses which are likely to seek permitting from this division.
- Fulton County reserves the right to award this proposal as a whole, or in part, to one or more vendors. Even if selected, the firm(s) will not be entitled to any of the funds set aside for these programs unless called upon for service. The Director reserves the right to determine the percentage of awards based on the information contained in the proposals submitted. Those vendors awarded any portion of the project must agree to match the lowest offering in every particular, without exception.
- The total allocation or cost per assignment shall not exceed those funds established by the Board of Commissioners in the FY2005 budget. Duration of this Agreement is for one (1) 12-month period, commencing upon receipt of written notice to proceed until one 12-month period has passed. This contract may be renewed pursuant to action by the COUNTY. Extensions of this agreement may be allowed by the Board of Commissioners, based on satisfactory performance, for up to two (2) 12-month periods.

3.4 TECHNICAL PROPOSAL FORMAT AND CONTENT

The Technical Proposal shall include the appropriate and requested information in sufficient detail to demonstrate technical and professional expertise and experience to conduct the required services at the requested

service level without direct supervision and with the highest possible results that can be provided.

For example: Structural Architectural plans must be reviewed for compliance to all applicable codes within 5 to 7 business days of the assignment and returned to Fulton County staff along with clearly type written comments to supplement any comments made directly on the plan sheets.

The Technical Proposal shall be arranged and include content as described below:

Section 1 - Executive Summary

The executive summary shall include a brief statement of approach to the work, understanding of the project's goals and objectives and demonstrated understanding of the project's potential problems and concerns.

Section 2 – Qualifications and Experience

This section of the Proposal must present general information about the Proposer. The Proposal shall include details about the type of firm or organization such as, corporation, partnership, Limited Liability Company, joint venture or design or construction prime that will execute and deliver the D/B Project, including ownership and management structure. The use of the term proposer refers to all members of the proposing entity. This does not include sub-contractors unless the D/B arrangement is structured with either the design or construction firm as the prime and the other as a sub-contractor. In this case the qualifications for the design or construction sub-contractor are significant and should be included.

- Listing of all members or partners of the proposing entity indicating status of general or limited partner. If the Proposer or joint venture is a subsidiary of a parent company, provide information about when the subsidiary was formed and its place in the corporate structure of the parent company. If a subsidiary is or will be created for the purposes of responding to this RFP, the reasons for this action must be fully disclosed.
- Brief history of the Proposer's business activities, including ownership, markets, organization, and background organized by individual company.
- Location and address of corporate and regional offices of all members of the proposing team.

-
- Proposer should submit an organizational chart of the business structure of the proposing entity.
 - The Proposers on this project must have a Utility Contractors License to propose on the project. In the qualifications and experience portion of the technical proposal, provide the number of the Utility Contractors License and the name of the holder
 - Project Personnel—Proposer should also include an organizational chart of the structure of the Team and a brief description of the roles, responsibilities and resumes of key personnel.

The Proposer should indicate relevant experience including design/build work; design, construction of UV systems or other wastewater design and construction projects. For a minimum of five (5) and a maximum of ten (10) projects, provide a brief description of the project, including the following information in a table format:

- Name and Location of project.
- Client and Owner.
- Names, titles, telephone, fax numbers, and e-mail addresses of key contact persons at a management level of the owner.
- Description of wastewater facilities and processes designed or constructed, including size, capacity, average flows, discharge goals/limits, performance and other factors as appropriate.

Section 4 – Proposer Financial Information

The Proposer Financial Information section shall include the following:

- Provide the following information and statements¹:
 - A copy of the most recent annual report with footnotes or most recent audited financial statement.
 - Latest Dun and Bradstreet Report.

- ***Section 5 - Confidential and Proprietary Information***

This section of the Proposal shall present technical, financial, other confidential information, and proprietary information that the Proposer claims are exempt from public disclosure.

3.4 COST PROPOSAL FORMAT AND CONTENT

The Price Proposal shall be provided in a **separate sealed envelope** in accordance with The Price Proposal shall include current information and shall be arranged and include content as described below:

Section 1 - Introduction

The Proposer shall include an introduction which outlines the contents of the Cost Proposal.

Section 2 - Completed Price Proposal Forms

The Proposer is required to complete **all** of the Price Proposal Forms included in Section 6 of the RFP. Section 6 provides a description of the Price Proposal Forms.

SECTION 4 EVALUATION CRITERIA

4.1 PROPOSAL EVALUATION – SELECTION CRITERIA

The following criteria will be used to evaluate the proposals submitted in response to this RFP:

1. Clarity and Quality of Proposal – 10 pts

The Proposal must be specific and contain, at a minimum, the details as required to demonstrate an ability to meet or exceed those services outlined within the Scope of Services and will clearly represent the Proposer in form and presentation.

2. Current Workload – 10 pts

The Proposal must outline all work in progress and those assignments that may conflict with staffing for any call for services that might be forthcoming from the County pursuant to this contract, demonstrating that the Vendor will be able to provide services, at the levels of professional credentials required, without causing delays for the County or undue stress on the Vendor which might affect the quality of work performed by the Vendor.

3. Performance Record – 10 pts

The Proposal must give a detailed report of related experiences that will demonstrate the ability of the Vendor to perform those duties and provide the services as outlined in this Request for Proposal.

4. Project Management Plan and Approach of Work – 10 pts

The Proposal will outline the plan that the Vendor will use to provide for the most effective management of the project or assignments put forth by the County such that minimum charges will be made to the overall costs of the task with the maximum amount of productivity from the Vendor.

5. Quality of Staff and Relative Experience – 10 pts

The Proposal will include the resumes or curriculum vitae of those qualified personnel to fill the duties of the assignments at the appropriate levels of professional credentialing and past experience, as defined by the County, for any assignment given within the Scope of Services of this Request for Proposal.

6. Financial Responsibility – 10 pts

The Proposal must demonstrate that the Vendor has accomplished the responsibilities of similar contracts that are valued within \$10,000 range of the minimum value of this Proposal.

7. Responsiveness – 10 pts

The Proposal must be complete and address the needs of all of the services potentially required in the Scope of Services, regardless of whether the response includes Sub-Contractors or not. Additional focus and benefit will be given to those agencies that utilize Small Historically Disadvantaged Businesses (SHDB) also known as Minority and Female Business Enterprises as

subcontractors for a minimum of 15% of minimum award for this Request for Proposal.

8. Proposal Fee (to be submitted in a separate package from the technical proposal) – 20 pts

9. The Proposed Fee schedule must be submitted upon the format or an exact replica of Exhibit “H”, and must include all professional service levels, including those services to be provided by Sub-Contractors.

10. Local Preference for businesses located within the geographic boundary of Fulton County – 10 pts

11. Those proposals from Vendors who are located within the geographic boundary of Fulton County will be given additional benefit in this evaluation, per the Board of Commissioners of Fulton County.

SECTION 5

PROPOSAL FORMS

5.1 INTRODUCTION

To be deemed responsive to this RFP, Proposers must provide the information requested and complete in detail all Proposal Forms. The appropriate individual(s) authorized to commit the Proposer to the Project must sign the Proposal Forms. Proposers should reproduce each Proposal Form, as required, and complete the appropriate portions of the forms provided in this section.

Procurement Affidavits

Procurement Affidavit Form 1	Certification Regarding Debarment
Procurement Affidavit Form 2	Form A: Non-Collusion Affidavit (Prime) Form B: Sub-Contractor Non-Collusion Affidavit
Procurement Affidavit Form 3	Certificate of Acceptance of Request for Proposal Requirements

5.2 PROCUREMENT AFFIDAVIT FORMS DESCRIPTION

The following paragraphs present an overview of each Procurement Affidavit Form required.

5.2.1 Certification Regarding Debarment

Proposer shall complete and submit Form 1, which certifies that neither it nor its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from doing business with any government agency.

5.2.2 Non-Collusion Affidavit

The Proposal shall include a copy of Proposal Form 2A, executed by an authorized officer of the corporation. Proposals developed by a joint venture shall be similarly executed by all joint venture participants. Additionally, all sub-contractors shall execute a copy of Proposal Form 2B which shall also be submitted with the proposal.

5.2.3 Certificate of Acceptance of Request for Proposal Requirements

Proposer shall complete and submit Form 3, which certifies that Proposer has read the solicitation including all addenda, exhibits, attachments and appendices.

CERTIFICATION REGARDING DEBARMENT

- (1) The Offeror certifies that neither it or its subcontractors is presently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from doing business with any government agency. Any such exclusion may cause prohibition of your firm from participating in any procurement by the Fulton County Government.
- (2) If the Offeror is unable to certify to any of the statements in this certification, such Offeror or subcontractor shall attach an explanation to this bid or proposal.

INSTRUCTIONS FOR CERTIFICATION

By signing and submitting this certification, the Offeror is providing the certification set out below:

- (1) The certification in this clause is a material representation of fact upon which reliance will be placed. If it is later determined that the prospective vendor knowingly rendered a false certification, the Purchasing Agent may pursue all available remedies, including suspension and/or debarment, for withdrawal of award or termination of a contract.
- (2) The prospective Offeror shall provide immediate written notice to the Purchasing Agent if at anytime the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (3) Offeror shall be under a continuing duty to immediately inform the Purchasing Agent in writing of any changes, if as a result of such changes, the Offeror certification regarding debarment is affected.

DEBARMENT ORDINANCE

The following Section 2-322 of Fulton County Code of Laws establishes the procedure for the debarment of contractors.

- (a) *Authority to suspend.*

After reasonable notice to the entity involved and reasonable opportunity for that entity to be heard, the Purchasing Agent, after consultation with user department, the County Manager and the County Attorney shall have the authority to suspend an entity for cause from consideration for award of county contracts. As used in this section, the term entity means any business entity, individual, firm, contractor, subcontractor or business corporation, partnership, limited liability corporation, firm, contractor, subcontractor or business structured; provided, further, that any such entity shall also be subject to suspension under this section if any of its constituents, members, subcontractors at any tier of such entity's and the entity, or any constituent or member, knew or should have known of the commission of the act. The suspension shall be for a period not to exceed three (3) years unless cause is based on a felony conviction for an offense related or associated with fraudulent contracting or misappropriation of funds wherein the suspension shall not exceed seven (7) years.

- (b) *Causes for Suspension.* The causes for suspension include:

- (1) Conviction for commission of a criminal offense as an incident to obtain or attempting to obtain a public or private contract or subcontract, or in performance of such contract or subcontract;
- (2) Conviction of state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property or other offense indicating

a lack of business integrity or business honesty which currently, seriously and directly affects responsibility as a county contractor.

- (3) Conviction of state or federal anti-trust statutes arising out of the solicitation and submission of bids and proposals;
- (4) Violation of contract provisions, as set forth below, of a character which is regarded by the Purchasing Agent to be so serious as to justify suspension action:
 - a. Failure to perform in accordance with the specifications within a time limit provided in a county contract;
 - b. A recent record of failure to perform or unsatisfactory performance in accordance with the terms of one or more contracts; provided, that failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor shall not be considered to be a basis for suspension;
 - c. Material representation of the composition of the ownership or workforce or business entity certified to the county as a minority business enterprise; or
 - d. Falsification of any documents.
- (5) For violation of the ethical standards set forth in Fulton County Code Chapter 9, Code of Ethics.
- (6) Knowing misrepresentation to the county, of the use which a majority owned contractor intends to make a minority business enterprise (a business entity at least 51 percent of which is owned and controlled by minority persons, as defined in Fulton County Code Chapter 6, Article B, Minority Business Enterprise Affirmative Action Program and certified as such by the county), as a sub-contractor or a joint venture partner, in performing work under contract with the county.

Failure to fully and truthfully provide the information required, may result in the disqualification of your bid/proposal from consideration or termination of the Contract, once awarded. This document must be completed and included as a part of the bid/proposal package along with other required documents.

[SIGNATURES ON NEXT PAGE]

Under penalty of perjury, I declare that I have examined this certification and all attachments hereto, if applicable, to the best of my knowledge and belief, and all statements contained hereto are true, correct, and complete.

On this _____ day of _____, 2005

(Legal Name of Offeror) (Date)

(Signature of Authorized Representative) (Date)

(Title)

STATE OF GEORGIA

COUNTY OF FULTON

NON-COLLUSION AFFIDAVIT OF BIDDER/OFFEROR

I, _____ certify that pursuant to Fulton County Code Section 2-320 (11), this bid or proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same work, labor or service to be done or the supplies, materials or equipment to be furnished and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences and civil damages awards. I agree to abide by all conditions of this bid or proposal and certify that I am authorized to sign this bid or proposal for the bidder.

Affiant further states that pursuant to O.C.G.A. Section 36-91-21 (d) and (e), _____ has not, by itself or with others, directly or indirectly, prevented or attempted to prevent competition in such bidding or proposals by any means whatsoever. Affiant further states that (s)he has not prevented or endeavored to prevent anyone from making a bid or offer on the project by any means whatever, nor has Affiant caused or induced another to withdraw a bid or offer for the work.

Affiant further states that the said offer of _____ is bona fide, and that no one has gone to any supplier and attempted to get such person or company to furnish the materials to the bidder only, or if furnished to any other bidder, that the material shall be at a higher price.

(COMPANY NAME)

(PRESIDENT/VICE PRESIDENT)

Sworn to and subscribed before me this _____ day of _____, 200__.

(SECRETARY/ASSISTANT SECRETARY)

(Affix corporate seal here, if a corporation)

Notary Public: _____

County: _____

Commission Expires: _____

NOTE:

IF THE OFFEROR IS A PARTNERSHIP, ALL OF THE PARTNERS AND ANY OFFICER, AGENT, OR OTHER PERSON WHO MAY HAVE REPRESENTED OR ACTED FOR THEM IN BIDDING FOR OR PROCURING THE CONTRACT SHALL ALSO MAKE THIS OATH.

IF THE OFFEROR IS A CORPORATION, ALL OFFICERS, AGENTS, OR OTHER PERSONS WHO MAY HAVE ACTED FOR OR REPRESENTED THE CORPORATION IN BIDDING FOR OR PROCURING THE CONTRACT SHALL MAKE THE OATH.

STATE OF GEORGIA

COUNTY OF FULTON

NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR

I, _____ certify that pursuant to Fulton County Code Section 2-320 (11), this bid or proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same work, labor or service to be done or the supplies, materials or equipment to be furnished and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences and civil damages awards. I agree to abide by all conditions of this bid or proposal and certify that I am authorized to sign this bid or proposal for the bidder.

Affiant further states that pursuant to O.C.G.A. Section 36-91-21 (d) and (e), _____ has not, by itself or with others, directly or indirectly, prevented or attempted to prevent competition in such bidding or proposals by any means whatsoever. Affiant further states that (s)he has not prevented or endeavored to prevent anyone from making a bid or offer on the project by any means whatever, nor has Affiant caused or induced another to withdraw a bid or offer for the work.

Affiant further states that the said offer of _____ is bona fide, and that no one has gone to any supplier and attempted to get such person or company to furnish the materials to the bidder only, or if furnished to any other bidder, that the material shall be at a higher price.

(COMPANY NAME)

(PRESIDENT/VICE PRESIDENT)

Sworn to and subscribed before me this _____ day of _____, 200__.

(SECRETARY/ASSISTANT SECRETARY)

(Affix corporate seal here, if a corporation)

Notary Public: _____

County: _____

Commission Expires: _____

NOTE:

IF THE OFFEROR IS A PARTNERSHIP, ALL OF THE PARTNERS AND ANY OFFICER, AGENT, OR OTHER PERSON WHO MAY HAVE REPRESENTED OR ACTED FOR THEM IN BIDDING FOR OR PROCURING THE CONTRACT SHALL ALSO MAKE THIS OATH.

IF THE OFFEROR IS A CORPORATION, ALL OFFICERS, AGENTS, OR OTHER PERSONS WHO MAY HAVE ACTED FOR OR REPRESENTED THE CORPORATION IN BIDDING FOR OR PROCURING THE CONTRACT SHALL MAKE THE OATH.

**CERTIFICATE OF ACCEPTANCE OF REQUEST
FOR PROPOSAL REQUIREMENTS**

This is to certify that on this day, offeror acknowledges that he/she has read this solicitation document, pages #_____ to #_____ inclusive, including any addenda # _____ to #_____ exhibit(s) #_____ to #_____, attachment(s) # to #_____, and/or appendices #_____ to #,_____in its entirety, and agrees that no pages or parts of the document have been omitted, that he/she understands, accepts and agrees to fully comply with the requirements therein, and that the undersigned is authorized by the offeror to submit the proposal herein and to legally obligate the offeror thereto.

Company:_____

Signature:_____

Name: _____

Title:_____ Date: _____

(Affix Corporate Seal)

SECTION 6

CONTRACT COMPLIANCE REQUIREMENTS

6.1 NON-DISCRIMINATION IN CONTRACTING AND PROCUREMENTS

It is the policy of Fulton County Government that discrimination against businesses by reason of the race, color, gender or national origin of the ownership of any such business is prohibited. Furthermore, it is the policy of the Board of Commissioners ("Board") that Fulton County and all vendors and contractors doing business with Fulton County shall provide to all businesses the opportunity to participate in contracting and procurement paid, in whole or in part, with monetary appropriations of the Board. Similarly, it is the policy of the Board that the contracting and procurement practices of Fulton County should not implicate Fulton County as either an active or passive participant in the discriminatory practices engaged in by private contractors or vendors seeking to obtain contracts with Fulton County.

Equal Business Opportunity Plan (EBO Plan): In addition to the proposal submission requirements, each vendor must submit an Equal Business Opportunity Plan (EBO Plan) with their bid/proposal. The EBO Plan is designed to enhance the utilization of a particular racial, gender or ethnic group by a bidder/proposer, contractor, or vendor or by Fulton County. The respondent must outline a plan of action to encourage and achieve diversity and equality in the available procurement and contracting opportunities with *this solicitation*.

The EBO Plan must identify and include:

1. Potential opportunities within the scope of work of *this solicitation* that will allow for participation of racial, gender or ethnic groups.
2. Efforts that will be made by the bidder/proposer to encourage and solicit minority and female business utilization in *this solicitation*.

Fulton County encourages joint ventures, teaming, partnering and mentor-protégé relationships with minority and female businesses in an effort to achieve contracting and procurement diversity.

Prompt Payment: The prime contractor must certify in writing and must document on the Exhibit G Form (Prime Contractor/Subcontractor Utilization Report) that all subcontractors, sub-consultants and suppliers have been promptly paid for work and materials, (less any retainage by the prime contractor prior to receipt of any further progress payments). In the event the prime contractor is unable to pay subcontractors, sub-consultants or suppliers until it has received a progress payment from Fulton County, the prime contractor shall pay all subcontractors, sub-consultants or suppliers funds due from said progress payment within forty-eight (48) hours of receipt of payment from Fulton County. In no event shall a subcontractor, sub-consultant or supplier be paid later than fifteen (15) days as provided for by state law.

6.2 REQUIRED FORMS AND EBO PLAN

In order to be compliant with the intent and provisions of the Fulton County Non-Discrimination in Purchasing and Contracting Ordinance (99-0960), Bidders/Proposers **must** submit the following completed documents. Failure to provide this information **shall** result in the proposal being deemed non-responsive.

- **Exhibit A** – Promise of Non-Discrimination
- **Exhibit B** – Employment Report
- **Exhibit C** – Schedule of Intended Subcontractor Utilization
- **Exhibit D** – Letter of Intent to Perform as a Subcontractor or Provide Materials or Services
- **Exhibit E** – Declaration Regarding Subcontractors Practices
- **Exhibit F** – Joint Venture Disclosure Affidavit
- **Equal Business Opportunity Plan (EBO Plan)** – This document is not a form. It is a statement created by the bidder/proposer on its company letter head addressing the EBO Plan requirements.

All Contract Compliance documents (Exhibits A – F and EBO Plan) are to be placed in a **separate sealed envelope** clearly marked “Contract Compliance”. The EBO Plan must be submitted on company letterhead. These documents are considered part of and should be submitted with the Technical Proposal.

The following document must be completed as instructed if awarded the project:

- **Exhibit G** – Prime Contractor’s Subcontractor Utilization Report
- **Exhibit H** – Proposed Costs of Services

EXHIBIT A – PROMISE OF NON-DISCRIMINATION

"Know all persons by these presents, that I/We (_____),
Name

Title Firm Name
Hereinafter "Company", in consideration of the privilege to bid on or obtain contracts funded, in whole or in part, by Fulton County, hereby consent, covenant and agree as follows:

- 1) No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin or gender in connection with any bid submitted to Fulton County for the performance of any resulting there from,
- 2) That it is and shall be the policy of this Company to provide equal opportunity to all businesses seeking to contract or otherwise interested in contracting with this Company without regard to the race, color, gender or national origin of the ownership of this business,
- 3) That the promises of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption,
- 4) That the promise of non-discrimination as made and set forth herein shall be made a part of, and incorporated by reference into, any contract or portion thereof which this Company may hereafter obtain,
- 5) That the failure of this Company to satisfactorily discharge any of the promises of non-discrimination as made and set forth herein shall constitute a material breach of contract entitling the Board to declare the contract in default and to exercise any and all applicable rights and remedies, including but not limited to cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owing on a contract; and
- 6) That the bidder shall provide such information as may be required by the Director of Contract Compliance pursuant to Section 4.4 of the Fulton County Non-Discrimination in Purchasing and Contracting Ordinance.

SIGNATURE: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

EXHIBIT B – EMPLOYMENT REPORT

The demographic employment make-up for the Bidder/Proposer **must** be identified and submitted with this bid/proposal. In addition, if subcontractors will be utilized by the Bidder/Proposer to complete this project, then the demographic employment make-up of the subcontractor(s) must be identified and submitted with this bid.

EMPLOYEES

CATEGORY	NATIVE AMERICAN		AFRICAN AMERICAN		ASIAN AMERICAN		HISPANIC AMERICAN		CAUCASIAN AMERICAN		OTHER	
	M	F	M	F	M	F	M	F	M	F	M	F
Male/Female												
Mgmt/Official												
Professional												
Supervisors												
Office/ Clerical												
Craftsmen												
Laborers												
Other (specify)												
TOTALS												

FIRM'S NAME: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

This completed form is for (Check one) ☐ Bidder/Proposer ☐ Subcontractor

Submitted by: _____ Date Completed: _____

EXHIBIT C - SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION

If the Bidder/Proposer intends to subcontract any portion of this scope of work/service(s), this form **must be** completed and **submitted with the bid/proposal**. All prime Bidders/Proposers **must** include Letter(s) of Intent (Exhibit D) in the bid document for all subcontractors who will be utilized under the scope of work/services.

Prime Bidder/Proposer: _____

ITB/RFP Number: _____

Project Name or Description of Work/Service(s): _____

1. My firm, as Prime Bidder/Proposer on this scope of work/service(s) is _____ is not _____ a minority or female owned and controlled business enterprise. (Please indicate below the portion of work, including, percentage of bid/proposal amount that your firm will carry out directly):

2. If the Prime Bidder/Proposer is a Joint Venture, please complete Exhibit F: Joint Venture Disclosure Affidavit and attach a copy of the executed Joint Venture Agreement.

3. Sub-Contractors (including suppliers) to be utilized in the performance of this scope of work/service(s), if awarded, are:

SUBCONTRACTOR NAME: _____

ADDRESS: _____

PHONE: _____

CONTACT PERSON: _____

ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____

WORK TO BE PERFORMED: _____

DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

***Ethnic Groups: African American (AABE); Asian American (ABE); Hispanic American (HBE); Native American (NABE); White Female American (WFBE); **If yes, please attach copy of recent certification.**

SUBCONTRACTOR NAME: _____
ADDRESS: _____
PHONE: _____
CONTACT PERSON: _____
ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
WORK TO BE PERFORMED: _____
DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

SUBCONTRACTOR NAME: _____
ADDRESS: _____
PHONE: _____
CONTACT PERSON: _____
ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
WORK TO BE PERFORMED: _____
DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

SUBCONTRACTOR NAME: _____
ADDRESS: _____
PHONE: _____
CONTACT PERSON: _____
ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
WORK TO BE PERFORMED: _____
DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

SUBCONTRACTOR NAME: _____
ADDRESS: _____
PHONE: _____
CONTACT PERSON: _____
ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
WORK TO BE PERFORMED: _____
DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

***Ethnic Groups: African American (AABE); Asian American (ABE); Hispanic American (HBE); Native American (NABE); White Female American (WFBE); **If yes, please attach copy of recent certification.**

Total Dollar Value of Subcontractor Agreements: (\$)

Total Percentage Value: (%)

CERTIFICATION: The undersigned certifies that he/she has read, understands and agrees to be bound by the Bid/Proposer provisions, including the accompanying Exhibits and other terms and conditions regarding sub-contractor utilization. The undersigned further certifies that he/she is legally authorized by the Bidder/Proposer to make the statement and representation in this Exhibit and that said statements and representations are true and correct to the best of his/her knowledge and belief. The undersigned understands and agrees that if any of the statements and representations are made by the Bidder/Proposer knowing them to be false, or if there is a failure of the intentions, objectives and commitments set forth herein without prior approval of the County, then in any such event the Contractor's acts or failure to act, as the case may be, shall constitute a material breach of the contract, entitling the County to terminate the Contract for default. The right to so terminate shall be in addition to, and in lieu of, any other rights and remedies the County may have for other defaults under the contract.

Signature:_____ **Title:**_____

Firm or Corporate Name:_____

Address:_____

Telephone: () _____

Fax Number: () _____

Email Address:_____

EXHIBIT D

LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR OR PROVIDE MATERIALS OR SERVICES

This form **must** be completed by **ALL** known subcontractor and submitted with the bid/proposal. The Prime Contractor **must** submit Letters of Intent for **ALL** known subcontractors at time of bid submission.

To: _____
(Name of Prime Contractor Firm)

From: _____
(Name of Subcontractor Firm)

ITB/RFP Number: _____

Project Name: _____

The undersigned is prepared to perform the following described work or provide materials or services in connection with the above project (specify in detail particular work items, materials, or services to be performed or provided):

Description of Work	Project Commence Date	Project Completion Date	Estimated Dollar Amount

(Prime Bidder)

(Subcontractor)

Signature _____

Signature _____

Title _____

Title _____

Date _____

Date _____

EXHIBIT E - DECLARATION REGARDING SUBCONTRACTING PRACTICES

If the bidder/proposer **does not intend to subcontract** any portion of the scope of work services(s), this form **must be** completed and submitted with the bid/proposal.

_____ hereby declares that it is my/our intent to
(Bidder)

perform 100% of the work required for _____
(ITB/RFP Number)

(Description of Work)

In making this declaration, the bidder/proposer states the following:

1. That the bidder/proposer does not customarily subcontract elements of this type project, and normally performs and has the capability to perform and will perform **all elements** of the work on this project with his/her own current work forces;
2. If it should become necessary to subcontract some portion of the work at a later date, the bidder/proposer will comply with all requirements of the County's Non-Discrimination Ordinance in providing equal opportunities to all firms to subcontract the work. The determination to subcontract some portion of the work at a later date shall be made in good faith and the County reserves the right to require additional information to substantiate a decision made by the bidder/proposer to subcontract work following the award of the contract. Nothing contained in this provision shall be employed to circumvent the spirit and intent of the County's Non-Discrimination Ordinances;
3. The bidder will provide, upon request, information sufficient for the County to verify Item Number one.

AUTHORIZED COMPANY REPRESENTATIVE

Name: _____ Title: _____ Date: _____

Signature: _____

Firm: _____

Address: _____

Phone Number: _____

Fax Number: _____

Email Address: _____

EXHIBIT F - JOINT VENTURE DISCLOSURE AFFIDAVIT

ITB/RFP No. _____

Project Name _____

This form must be completed and submitted with the bid/proposal if a joint venture approach is to be undertaken.

In order to evaluate the extent of small, minority and female business involvement being proposed by a Bidder/Proposer, certain relevant information must be provided prior to contract award. The information requested below is to clearly identify and explain the extent of small business participation in the proposed joint venture. All items must be properly addressed before the business entity can be evaluated.

1. Firms:

1) Name of Business: _____

Street Address: _____

Telephone No.: _____

Nature of Business: _____

2) Name of Business: _____

Street Address: _____

Telephone No.: _____

Nature of Business: _____

3) Name of Business: _____

Street Address: _____

Telephone No.: _____

Nature of Business: _____

NAME OF JOINT VENTURE (If applicable): _____

ADDRESS: _____

PRINCIPAL OFFICE: _____

OFFICE PHONE: _____

Note: Attach additional sheets as required

1. Describe the capital contributions by each joint venturer and accounting thereof.
2. Describe the financial controls of the joint venture, e.g., will a separate cost center be established? Which venturer will be responsible for keeping the books? How will the expense therefore be reimbursed? What is the authority of each joint venture to commit or obligate the order?
3. Describe any ownership, options for ownership, or loans between the joint ventures. Identify terms thereof.
4. Describe the estimated contract cash flow for each joint venturer.
5. To what extent and by whom will the on-site work be supervised?
6. To what extent and by whom will the administrative office be supervised?
7. Which joint venturer will be responsible for material purchases including the estimated cost thereof? How will the purchase be financed?
8. Which joint venturer will provide equipment? What is the estimated cost thereof? How will the equipment be financed?
9. Describe the experience and business qualifications of each joint venturer.
10. Submit a copy of all joint venture agreements and evidence of authority to do business in the State of Georgia as well as locally, to include all necessary business licenses.
11. Percent of Minority/Female Business Enterprises ownership by each joint venture in terms of profit and loss sharing: _____

12. The authority of each joint venturer to commit or obligate the other: _____

13. Number of personnel to be involved in project, their crafts and positions and whether they are employees of the Minority/Female Business Enterprises enterprise, the majority firm or the joint venture: _____

14. Identification of control and participation in venture; list those individuals who are responsible for day-to-day management and policy decision-maker, including, but not limited to, those with prime responsibility for areas designated below; (use additional sheets if necessary)

<u>Name</u>	<u>Race</u>	<u>Sex</u>	<u>Financial Decisions</u>	<u>Supervision Field Operation</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

In connection with any work that these firms, as a joint venture, might be authorized to perform in connection with above captioned contract, we each do hereby authorize representatives of the Fulton County Department of Contract Compliance, Departments of Purchasing and Finance, under the direction of the County Manger's Office, to examine, from time to time, the books, records and files to the extent that such relate to this County project.

WE DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THE FOREGOING DOCUMENT ARE TRUE AND CORRECT, AND THAT WE ARE AUTHORIZED, ON BEHALF OF THE ABOVE FIRMS, TO MAKE THIS AFFIDAVIT AND GRANT THE ABOVE PRIVILEGE.

FOR _____
(Company)

Date: _____
(Signature of Affiant)

(Printed Name)

(Company)

Date: _____
(Signature of Affiant)

(Printed Name)

State of _____:

County of _____:

On this ____ day of _____, 20____, before me, appeared
_____, the undersigned known to me to be the person
described in the foregoing Affidavit and acknowledge that he (she) executed the same in
the capacity therein stated and for the purpose therein contained.

EXHIBIT – G PRIME CONTRACTOR/SUB-CONTRACTOR UTILIZATION REPORT

This report **must** be submitted by the **tenth day** of each month, along with a copy of your monthly invoice (schedule of values/payment application) to Contract Compliance. Failure to comply **shall** result in the County commencing proceedings to impose sanctions to the prime contractor, in addition to pursuing any other available legal remedy. Sanctions may include the suspending of any payment or part thereof, termination or cancellation of the contract, and the denial of participation in any future contracts awarded by Fulton County.

REPORTING PERIOD		PROJECT NAME:	
FROM:		PROJECT NUMBER:	
TO:		PROJECT LOCATION:	

PRIME CONTRACTOR		Contract Award Date	Contract Award Amount	Change Order Amount	
Name:					
Address:					
Telephone #:					

AMOUNT OF REQUISITION THIS PERIOD: \$ _____
TOTAL AMOUNT REQUISITION TO DATE: \$ _____

SUBCONTRACTOR UTILIZATION (add additional rows as necessary)

Name of Sub-Contractor	Description of Work	Contract Amount	Amount Paid To Date	Amount Requisition This Period	Start Date
TOTALS					

Executed By: _____

(Signature)

(Printed

Name)

Nortary: _____

Date:

My Commission Expires: _____

EXHIBIT H
PROPOSAL
FOR PROFESSIONAL
STANDBY ENGINEERING AND RELATED SUPPORT SERVICES
FULTON COUNTY, GEORGIA
FY 2005

FOR _____
(The Firm)

SERVICE LEVEL	HOURLY RATE
Principle Engineer	
Georgia Registered Engineer	
Georgia Registered Architect	
E.I. T. Engineer	
Planners	
Engineering Technicians	
Architectural Technicians	
Arborist	
Landscape Architect	
Georgia Registered Surveyor	
Survey Crew	
Site Inspector	
Trade Inspector	
Drafter/CAD Operator	
Clerical	

Should you have questions regarding any of the documents contained in Section 6, please feel free to contact the Office of Contract Compliance at (404) 763-6300, for further assistance.

SECTION 7 INSURANCE AND RISK MANAGEMENT PROVISIONS

Insurance and Risk Management Provisions

It is Fulton County Government's practice to obtain Certificates of Insurance from our Contractors and Vendors. Insurance must be written by a licensed agent in a company licensed to write insurance in the State of Georgia. Respondents shall submit with the bid/proposal evidence of insurability satisfactory to Fulton County Government as to form and content. Either of the following forms of evidence is acceptable:

- A letter from an insurance carrier stating that upon your firm/company being the successful Bidder/Respondent that a Certificate of Insurance shall be issued in compliance with the Insurance and Risk Management Provisions outlined below.
- A Certificate of Insurance complying with the Insurance and Risk Management Provisions outlined below (Request for Bid/Proposal number and Project Description must appear on the Certificate of Insurance).

Upon award, the Contractor/Vendor must maintain at their expense, insurance with policy limits equal to or greater than the limits described below. Any and all Insurance Coverage(s) and Bonds required under the terms and conditions of the contract shall be maintained during the entire length of the contract, including any extensions or renewals thereto, and until all work has been completed to the satisfaction of Fulton County Government.

Accordingly the Respondent shall provide a certificate evidencing the following:

1. WORKERS COMPENSATION – STATUTORY (In compliance with the Georgia Workers Compensation Acts and any other State or Federal Acts or Provisions in which jurisdiction may be granted)

EMPLOYER'S LIABILITY	BY ACCIDENT - EACH ACCIDENT	-	\$500,000.
INSURANCE	BY DISEASE - POLICY LIMIT	-	\$500,000.
(Aggregate)	BY DISEASE - EACH EMPLOYEE	-	\$500,000.

2. COMMERCIAL GENERAL LIABILITY INSURANCE (Including contractual Liability Insurance)

Bodily Injury and Property Damage Liability	Each Occurrence	-	\$1,000,000
(Other than Products/Completed Operations)	General Aggregate	-	\$2,000,000
Products\Completed Operation	Aggregate Limit	-	\$1,000,000
Personal and Advertising Injury	Limits	-	\$1,000,000
Fire Damage	Limits	-	\$100,000

**3. BUSINESS AUTOMOBILE LIABILITY INSURANCE
Combined Single Limits**

Each Occurrence	-	\$1,000,000
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(Including operation of non-owned, owned, and hired automobiles).

4. ELECTRONIC DATA PROCESSING LIABILITY

(Required if computer contractor)	Limits	-	\$1,000,000
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5. **UMBRELLA LIABILITY**

(In excess of above noted coverage's) Each Occurrence - \$2,000,000

6. **PROFESSIONAL LIABILITY**

Each Occurrence - \$1,000,000
(Required if respondent providing quotation for professional services).

7. **FIDELITY BOND**

(Employee Dishonesty) Each Occurrence - \$ 100,000

Certificates shall state that the policy or policies shall not expire, be cancelled or altered without at least thirty (30) days prior written notice to Fulton County Government. Policies and Certificates of Insurance are to list Fulton County Government as an Additional Insured (except for Workers' Compensation) and shall conform to all terms and conditions (including coverage of the indemnification and hold harmless agreement) contained in the Insurance and Risk Management Provisions.

If Fulton County Government shall so request, the Offeror, Contractor or Vendor will furnish the County for its inspection and approval such policies of insurance with all endorsements, or confirmed specimens thereof certified by the insurance company to be true and correct copies.

Such certificates and notices shall be sent to:

Donna Jenkins, Assistant Purchasing Agent
Fulton County Government – Purchasing Department
130 Peachtree Street, S.W.
Suite 1168
Atlanta, Georgia 30303-3459

The Contractor/Vendor shall insure that the Request for Bid/Proposal number and Project Description appears on the Certificate of Insurance.

It is understood that **Insurance in no way Limits the Liability of the Contractor/Vendor.**

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

Contractor/Vendor hereby agrees to release, indemnify, defend and hold harmless the County, it's Commissioners, officers, employees, subcontractors, successors, assigns and agents, from and against any and all losses (including death), claims, damages, liabilities, costs and expenses (including but not limited to all actions, proceedings, or investigations in respect thereof and any costs of judgments, settlements, court costs, attorney's fees or expenses, regardless of the outcome of any such action, proceeding, or investigation), caused by, relating to, based upon or arising out of any act or omission by contractor, it's directors, officers, employees, subcontractors, successors, assigns or agents, or otherwise in connection with it's acceptance, or the performance, or nonperformance, of it's obligations under this agreements.

THE OFFEROR ACKNOWLEDGES HAVING READ, UNDERSTANDING, AND AGREES TO COMPLY WITH THE ABOVE STATEMENTS, AND IS AUTHORIZED TO SIGN CONTRACTS ON BEHALF OF THE RESPONDING COMPANY.

COMPANY: _____ SIGNATURE: _____

NAME: _____ TITLE: _____ DATE: _____

SECTION 8
SAMPLE CONTRACT

SECTION 8
SAMPLE CONTRACT

{{{{{{{{{{SAMPLE}}}}}}}}}}

**AGREEMENT
FOR PROFESSIONAL
ENGINEERING SERVICES
FULTON COUNTY, GEORGIA**

THIS AGREEMENT, made as of this the ____ day of _____, 20 ____, by and between FULTON COUNTY, a political subdivision of the State of Georgia (hereinafter referred to as the COUNTY); and

(((Name of Firm))).

a corporation, organized and existing under the laws of the State of Georgia, with offices in Fulton County, Georgia (hereinafter referred to as the ENGINEER), shall constitute the terms and conditions under which the ENGINEER shall provide Professional Engineering Services.

WITNESSETH:

WHEREAS, the County has need of professional engineering services regarding the review of design and construction plans submitted for permitting to the Department of Environment and Community Development, overview and problems solving, field inspections and surveys, and other duties and services as may be required to provided assurance of compliance with the rules, regulations, and laws of Fulton County and other entities as related to development and construction activities in unincorporated Fulton County and other jurisdictions, as may be needed to support existing Fulton County staff.

NOW, THEREFORE, for and in consideration of the mutual covenants and promises to be carried out by each party herein, it is agreed by and between the parties that the COUNTY shall and does hereby employ said ENGINEER and the ENGINEER'S consultants to perform certain services as follows:

ARTICLE I ENGINEER'S RESPONSIBILITIES

- A. The ENGINEER'S services consist of those services performed by the, ENGINEER and the ENGINEER'S employees and consultants as enumerated in Article II of this Agreement. The ENGINEER shall deliver a copy of this Agreement to each of its consultants. In addition, the ENGINEER shall procure current copies of applicable codes, COUNTY ordinances and permitting requirements, and design and construction standards.
- B. The ENGINEER shall perform its services as expeditiously as is consistent with professional skill and care and the orderly progress of the Work. The ENGINEER shall review the plans to assure compliance with all applicable codes and laws in affect at the time said are delivered to the COUNTY. The ENGINEER shall identify an authorized representative who will be the principal contact throughout the work.
- C. The ENGINEER shall furnish the services of other engineers and consultants when such services are reasonably required by the scope of services as requested by the COUNTY.
- D. The ENGINEER agrees, and he agrees to bind his consultants, that the COUNTY is at liberty to directly engage other engineers and consultants for the purpose of checking, reviewing, and commenting on the work of the ENGINEER and his consultants. The COUNTY is hereby authorized to deliver a copy of this Agreement to engineers and consultants as selected by the COUNTY for the foregoing purposes, and such delivery will constitute the unqualified consent and Agreement on the part of the ENGINEER and his engineers and consultants to the checking, reviewing, and commenting upon the work of the ENGINEER and his consultants.

{}{}{}{}{}{SAMPLE AGREEMENT}{}{}{}{}{}{}

The ENGINEER agrees to provide, for the files of the COUNTY, a copy of the Certificate of Authorization to offer to practice professional engineering services issued by the State of Georgia, Board of Professional Engineers and Land Surveyors, pursuant to O.C. G. A. 43-15-23.1, prior to accepting any assignments for services under this agreement

ARTICLE II. SCOPE OF WORK

The ENGINEER agrees to provide Professional Engineering Services as required by the COUNTY and indicated in the scope of services indicated in RFP XXXXXXX and Engineer's Proposal in response thereto which are specifically incorporated herein by reference, and within this Agreement. Services shall include:

1. Professional Engineering Services, especially in the areas of plans overview, hydrologic and hydraulic studies, grading, drainage, utilities, and erosion control, as well as field services, such as: surveying, inspections, and minor repairs and/or construction as may be required to ensure compliance to the various rule and regulations governing development and construction as regulated by Fulton County, on a Standby basis to augment the existing staff of the Development Division of the Environment and Community Development Department of Fulton County.
2. Personnel that may be required at the following levels of experience:
 - Principle Engineer
 - Georgia Registered Engineer
 - Georgia Registered Architect
 - E.I.T. Engineer
 - Planners
 - Engineering Technicians
 - Architectural Technicians
 - Arborist
 - Landscape Architect
 - Georgia Registered Surveyor
 - Survey Crew
 - Site Inspector
 - Trades Inspectors
 - Drafter/CAD Operator
 - Clerical
3. ENGINEER must be able to provide professional level services similar but not less than that provided by the current Fulton County staff.
4. ENGINEER must be able to provide said services with notice of less than 48-hours.
5. During the term of this Agreement, ENGINEER must neither do business within Fulton County for the purposes of designing construction projects nor seek permitting from this division or Department.

ARTICLE III. CONTRACT TIME

The services to be performed under this Agreement shall commence within five (5) calendar days after receipt of written notice to proceed. Duration of this stand-by engineering Agreement is from the date of receipt of written notice to proceed for one 12-month period. This contract may be renewed for up to three (3) 12-month periods pursuant to action by the COUNTY.

{{{{{{{{{{SAMPLE AGREEMENT}}}}}}}}}}

ARTICLE IV. COMPENSATION

The COUNTY shall pay the ENGINEER for basic services performed, including direct and indirect costs incurred in a sum not to exceed : *{{{all or some portion of allocation by the BOC}}}* based on an hourly rate for each specialty personnel. The hourly rates for each type of such specialty personnel are set forth in Exhibit “A”, attached hereto and incorporated herein by reference.

This cost includes all services and direct and indirect expenses as indicated in this Agreement and in RFP No. 05RFP_____. The ENGINEER certifies that he has provided his engineers and consultants with a copy of the RFP and this Agreement, to develop their fee amounts that are included in the above lump sum fee for all services, direct and indirect expenses.

The ENGINEER acknowledges, understands and agrees that it shall perform under this Agreement on a stand-by basis only, and that the ENGINEER has no right to receive from the COUNTY any assignments, projects or functions whatsoever. The ENGINEER further acknowledges, understands and agrees that the above-stated Not to Exceed Sum Cost constitutes a fund that shall apply to the COUNTY's stand-by agreements with multiple engineering contractors and that the County shall have complete discretion to determine what assignments, projects or functions, if any, shall be performed by ENGINEER or any other stand-by engineering contractor. Additionally, the ENGINEER acknowledges, understands and agrees that, notwithstanding any other provision(s) of this Agreement, it has no right to receive any payments or amounts from the COUNTY, unless and until, 1) the ENGINEER is selected by the COUNTY to perform a specific function or functions; and, 2) the ENGINEER satisfactorily completes such function(s). Details of payment(s) to ENGINEER are set forth below. Finally, ENGINEER acknowledges and agrees that this Agreement is specifically contingent upon allocation of funding in the Final FY 2005 budget by the Fulton County Board of Commissioners, and that the above-stated may be reduced or eliminated by such final budget approval and is subject to possible change order and/or contract amendment throughout the contract period.

Payments on account of said fee for basic services and expenses shall be made payable on a monthly basis, after the work has been completed, as mutually agreed upon by the ENGINEER and COUNTY prior to execution of the Agreement. Compensation to the ENGINEER will be made consistent with the following:

- A. Except as required by other provisions of this Agreement specifically cited and stated to be an exception from this clause, the COUNTY shall not be obligated to reimburse the ENGINEER for costs incurred in excess of the Not to Exceed Sum Cost set forth above. The Not to Exceed Cost includes direct and indirect costs. In the absence of the specified exception, the COUNTY shall not be obligated to compensate the ENGINEER for any costs which the ENGINEER incurs in excess of the Not to Exceed Sum Cost details set forth, whether those excess costs were incurred during the course of the Agreement or as a result of termination.
- B. It is further agreed by the parties that the Not to Exceed Sum Cost set forth in connection with the services identified in Article II and supplemented in the ENGINEER'S fee proposal is based on the fee rate and expense breakdown negotiated between the COUNTY and the ENGINEER for the Agreement contract period ending at final payment . If the services covered in this Agreement have not been completed prior to the termination date and if said completion is delayed by circumstances beyond the control of the ENGINEER, the ENGINEER shall notify the COUNTY in writing of the circumstances. The basis of payment may be renegotiated to allow for changes in the Not to Exceed Sum Cost of services.

{}{}{}{}{}{SAMPLE AGREEMENT}{}{}{}{}{}{}

- C. It is further agreed that the above payments for service under this Agreement have been arrived at after discussions between the COUNTY and the ENGINEER in consideration of the scope of work as outlined in the RFP 05RFP_____ and Article II, above, and the prevailing cost for such Services, and the cost or pricing data used are provided in a complete, current, accurate and satisfactory format to the County.
- D. It is also mutually agreed that the above payment shall be compensation only for those services specifically identified in this Agreement and indicated in RFP 05RFP_____ through the termination date.
- E. The ENGINEER shall invoice for services on a monthly basis. Invoices for payment shall be submitted by the fifth (5th) calendar day of each month to facilitate processing for payment within thirty (30) days. Invoices received after the fifth (5th) calendar day of the month may not be paid until the twenty-fifth (25th) day of the following month. Invoices shall detail the services provided and the personnel involved in each assignment as agreed between the ENGINEER and the COUNTY. The invoice shall be in tabulation format. Reimbursable costs shall be shown separate from basic service costs and in tabulation format. Additional services (if any) shall be shown separate and also be itemized in the same format as basic services. Each invoice shall be accompanied by a brief narrative progress report which outlines the work accomplished during the billing period and any problems that may be inhibiting the project execution. The parties hereto expressly agree that the contract terms required by this Agreement shall supersede the rates of interest, payment periods, and contract and subcontract terms provided for under the Georgia Prompt Pay Act, O.C.G.A. 13-11-1 et. seq., pursuant to 13-11-7(b), and the rates of interest, payment periods, and contract and subcontract terms provided for under the Prompt Pay Act shall have no application to this Agreement.
- F. The ENGINEER agrees that acceptance of the final payment for work or services performed up to and including the last day of the term shall be in full and final settlement of all claims arising against the COUNTY for work done, materials furnished, costs incurred, or otherwise arising out of this Agreement and shall release the COUNTY from any and all further claims related to payment for services and materials furnished in connection with this Agreement.
- G. In case of termination of the Agreement by the COUNTY before completion of the work, the ENGINEER will be paid only for the work satisfactorily completed as of the date of termination as determined by the COUNTY at its sole discretion.
- H. In the event that any claim, dispute, allegation, action, lawsuit, legal or other controversy results in whole or in part from the ENGINEER'S services, or negligent errors, acts or omissions or breach of contract on the part of the ENGINEER or its engineers or consultants, the ENGINEER and its engineers and consultants will provide analysis and expert and other testimony on behalf of the COUNTY and assist the COUNTY in the defense of any such claim, dispute, allegation, action, lawsuit, legal or other controversy, and there will be no payment for these services to the ENGINEER or its engineers and consultants. The ENGINEER shall notify COUNTY of any pending legal action.

{}{}{}{}{}{SAMPLE AGREEMENT}{}{}{}{}{}{}

ARTICLE V. COUNTY'S RESPONSIBILITIES

It is understood that the COUNTY will provide the following:

- A. Upon request from the ENGINEER, provide available criteria and information as to the requirements for the Scope of Services.
- B. Designate, in writing, a person to act as the COUNTY'S representative(s) with respect to the services to be rendered under this Agreement. Such representative(s) shall have complete authority to transmit instructions, receive information, interpret and define the COUNTY'S policies and decisions pertinent to the ENGINEER'S services.
- C. Give notice to the ENGINEER whenever the COUNTY observes or otherwise becomes aware of any development that affects the scope or timing of ENGINEER'S services.

ARTICLE VI. GENERAL TERMS AND CONDITIONS

It is further mutually agreed by the parties hereto that:

- A. The ENGINEER will not begin work on any of the items identified in Article II, until the COUNTY directs it in writing to proceed. The COUNTY or its designated representative shall have authority to give such direction, and shall be the COUNTY'S Project Representative for purpose of this Agreement.
- B. The COUNTY and the ENGINEER and their respective partners are each bound to the other party of this Agreement, and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Neither the County nor the ENGINEER shall assign, sublet or transfer its interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto.
- C. The ENGINEER, an Equal Opportunity Employer, now has or will secure, at his own expense, personnel required to perform the services under this Agreement. Such personnel are not employees of, nor do they have any contractual relationship with, the COUNTY. During the performance of this Agreement, the ENGINEER agrees as follows:
 - (1) the ENGINEER will not discriminate against any employee or applicant for employment because of race, creed, color, sex, religion, disability or national origin;
 - (2) the ENGINEER will, in all solicitations or advertisements for employees placed by, or on behalf of, the ENGINEER, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex religion or national origin;
 - (3) the ENGINEER will cause the foregoing provisions to be inserted in all subcontracts for any work covered by the Agreement so that such provision will be binding upon each engineer and consultant.
- D. The ENGINEER shall be responsible for the accuracy of the work and any errors and/or omissions made by the ENGINEER and/or the ENGINEER'S consultants in the provisions of any services under this Agreement.
- E. If the ENGINEER is asked by the County to perform work beyond the scope of this Agreement for which payment is desired, it shall notify the COUNTY in writing, state that the work is considered outside the basic scope of work of this Agreement, give a proposed cost for the additional work, and obtain the approval in writing from the COUNTY. The COUNTY shall in no way be held liable or responsible for compensating the ENGINEER for any work performed

{}{}{}{}{}{SAMPLE AGREEMENT}{}{}{}{}{}{}

under this section which has not first been approved in writing by the COUNTY prior to the performance of the additional work.

- F. The COUNTY may request the ENGINEER in writing to suspend all or any part of the work for such period of time as it may determine to be appropriate for its (COUNTY'S) convenience. If the performance of all or any part of the work is suspended or delayed for an unreasonable period of time by an act of the COUNTY in the administration of this Agreement, or by its failure to act within the time specified in this Agreement, (or if no time is specified, within a reasonable time), at the sole discretion of the COUNTY an adjustment may be made for any increase in the cost of performance of this Agreement caused by such unreasonable suspension or delay, and the Agreement may be modified in writing accordingly. In the event that the ENGINEER or its engineers or consultants cause unreasonable delays or fail to act within reasonable periods of time, all costs associated with these delays will be borne by the ENGINEER.
- G. This Agreement may be terminated by either party by sixty (60) day's written notice to the other party without cause; by mutual written Agreement of the parties; or by either party on one day's written notice to the other in the event of failure to perform in accordance with the terms hereof by the other party through no fault of the terminating party. If this Agreement is terminated through no fault of the ENGINEER, the ENGINEER shall be paid for its time and expense in accordance with the ENGINEER'S standard rates then in effect under this Agreement or modifications thereto for the extent of services performed by it prior to the effective date of termination. In the event that the COUNTY terminates this Agreement due to failure of the ENGINEER to substantially perform in accordance with the terms of this Agreement, then the ENGINEER agrees to forfeit any current (less than 30 days) outstanding compensation due the ENGINEER excluding reimbursable expense items. Notice of termination shall be given by the terminating party by mailing certified mail, return receipt requested, to the principal office of the other. The effective date of termination shall be the date of receipt of notice.
- H. As between the COUNTY and the ENGINEER as the other party, the ENGINEER shall assume responsibility and liability for damage, loss, or injury, including death, to persons or property caused by or resulting from errors, actions or omissions of the ENGINEER or its engineers or consultants or the negligent professional acts of the ENGINEER or its engineers or consultants or any of their officers, agents, servants, or employees, arising from, related to, or during the performance of the work under this Agreement. The ENGINEER shall indemnify, defend and hold harmless the COUNTY and all of its officers, agents, servants, or employees from and against claims, loss, damage, charge, or expense to which they or any of them may be put or subjected by reason of any such damage, loss, or injury. The ENGINEER agrees to assist the COUNTY in defending against any claims brought or actions filed against the COUNTY, where such claim or action involves, in whole or in part, the ENGINEER'S services or allegedly negligent errors, acts or omissions or breach of contract on the part of the ENGINEER or its engineers or consultants, or the subject of the indemnity contained herein.
- 8.1.1.1.1 The ENGINEER shall furnish the following along with the executed Agreement to the COUNTY:
1. Insurance must be written by a licensed agent in a company licensed to write insurance in the State of Georgia and acceptable to Fulton County. Insurance coverage must be current from

{}{}{}{}{}{SAMPLE AGREEMENT}{}{}{}{}{}{}

time of award through the period of final acceptance from Fulton County. The following requirements shall apply.

- a. Policies and/or certificates certifying policies are to contain an agreement that the policies will not be changed and/or canceled without a ten (10) day prior notice to Fulton County, as evidenced by return receipts of registered or certified letters.
- b. The insurance shall be for the contract period.
- c. ENGINEER must maintain, at their expense, insurance in at least the following amounts and types.
- d. The ENGINEER shall insure that the Request for Bid/Proposal number and Project Description appears on the Certificate of Insurance.
- e. The Certificate of Insurance shall identify the Certificate Holder as:

Fulton County Government – Purchasing Department
130 Peachtree Street, S.W.
Suite 1168
Atlanta, Georgia 30303-3459

1. WORKERS COMPENSATION – STATUTORY (In compliance with the Georgia Workers Compensation Act)

EMPLOYER’S LIABILITY	BY ACCIDENT - EACH ACCIDENT	-
\$500,000.		
INSURANCE	BY DISEASE - POLICY LIMIT	-
\$500,000.		
(Aggregate)	BY DISEASE	- EACH EMPLOYEE -
\$500,000.		

2. COMMERCIAL GENERAL LIABILITY INSURANCE (Including contractual Liability Insurance)

Bodily Injury and Property Damage Liability	Each Occurrence	- \$1,000,000.
(Other than Products/Completed Operations)	General Aggregate	- \$2,000,000.
Products\Completed Operation	Aggregate Limit	- \$1,000,000.
Personal and Advertising Injury	Limits	- \$1,000,000.
Fire Damage	Limits	- \$ 100,000.

3. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Combined Single Limits	Each Occurrence	- \$1,000,000
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(Including operation of non-owned, owned, and hired automobiles).

4. ELECTRONIC DATA PROCESSING LIABILITY

(Required if computer contractor)	Limits	- \$1,000,000
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5. UMBRELLA LIABILITY

(In excess of above noted coverage’s)	Each Occurrence	- \$3,000,000
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{}{}{}{}{}{SAMPLE AGREEMENT}{}{}{}{}{}{}

6. PROFESSIONAL LIABILITY Each Occurrence - \$5,000,000
(Required if respondent providing quotation for professional services).

7. FIDELITY BOND
(Employee Dishonesty) Each Occurrence - \$ 100,000

INSURANCE IN NO WAY LIMITS THE LIABILITY OF THE ENGINEER.

f. Certificates referred to in (e) above must be mailed to:
Fulton County Environment and Community Development Department
Attention: Joe Warfel
141 Pryor Street, S.W., Suite 2085
Atlanta, Georgia 30303.

2. The ENGINEER shall be wholly responsible for securing certificates of insurance coverage as set forth above from all engineers and consultants who are engaged in this work.

3. The ENGINEER agrees to carry statutory Worker's Compensation Insurance and to have all subcontractors likewise carry statutory Worker's Compensation Insurance.

J. Georgia Laws Govern. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Georgia.

K. This Agreement shall be deemed to have been made and performed in Fulton County, Georgia. For the purposes of venue, all suits or causes of action that may arise out of this Agreement shall be brought in the courts of Fulton County, Georgia.

L. This Agreement may be modified or amended by the COUNTY to reduce or modify the scope of work or project description upon seven (7) days written notice; the written notice shall be sent to the ENGINEER, addressed as follows:

{}{}{}Name of Firm with required contact information for mailing{}{}{}

All notices sent to the ENGINEER'S address shall be binding upon the ENGINEER unless said address is changed by the ENGINEER in writing to the COUNTY.

M. The COUNTY may designate a representative through whom the ENGINEER will contact the COUNTY. In the event of such designation, said representative shall be consulted and his written recommendation obtained before any request for extra work is presented to the Fulton County Board of Commissioners. Payments to the ENGINEER shall be made only upon itemized bill submitted to and approved by said representative.

N. ENGINEER'S Status. The relationship between the COUNTY and the ENGINEER shall be that of Owner and independent contractor.

O. Sole Agreement. This Contract constitutes the sole Agreement between the parties. No representations oral or written not incorporated herein shall be binding on the parties. No amendment or modifications of this Agreement shall be enforceable unless approved by action of the Board of Commissioners of Fulton County.

{}{}{}{}{}{SAMPLE AGREEMENT}{}{}{}{}{}{}

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed and delivered on this, the ____ day of _____, 20 ____.

ATTEST:

ENGINEER:

FULTON COUNTY:

By: _____

APPROVED AS TO CONTENT:

Title: _____

By: _____

Steven R. Cover, Director

Environment and Community Development

(SEAL)

APPROVED AS TO FORM:

By: _____

Nicolle Holt, Attorney

For the Office of the County Attorney

ATTEST:

By: _____

Mark Massey

Clerk to the Commissioner

(SEAL)

By: _____

Karen Handel, Chairman

Fulton County Board of Commissioners

{{{{{{{{{{SAMPLE AGREEMENT}}}}}}}}}}

Exhibit A

AGREEMENT FOR PROFESSIONAL ENGINEERING AND RELATED SUPPORT SERVICES FULTON COUNTY, GEORGIA FY 2005

FOR _____
(The Firm)

SERVICE LEVEL	HOURLY RATE
Principle Engineer	
Georgia Registered Engineer	
Georgia Registered Architect	
E.I. T. Engineer	
Planners	
Engineering Technicians	
Architectural Technicians	
Arborist	
Landscape Architect	
Georgia Registered Surveyor	
Survey Crew	
Site Inspector	
Trade Inspector	
Drafter/CAD Operator	
Clerical	